

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Kelly J. Brodbeck | 02/22/2011 |
| Warren S. Breslau | 01/20/2011 |
| Erick M. Davidson | 01/25/2011 |
| RECEIVING PARTY DATA | |
| Name: | Vapore, Inc. |
| Street Address: | 1411 Harbor Bay Parkway |
| Internal Address: | Suite 2008 |
| City: | Alameda |
| State/Country: | CALIFORNIA |
| Postal Code: | 94502 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 13007641 |
| CORRESPONDENCE DATA | |
| Fax Number: | (925)648-1222 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 9256481221 |
| Email: | firenzaltd@earthlink.net |
| Correspondent Name: | Sharon Kantor |
| Address Line 1: | 65 Panorama Court |
| Address Line 2: | The Firenza Group Ltd. |
| Address Line 4: | Danville, CALIFORNIA 94506 |
| ATTORNEY DOCKET NUMBER: | 8277.05113 |
| NAME OF SUBMITTER: | Sharon R. Kantor |
| Total Attachments: 5 | |

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**PATENT
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ASSIGNMENT

WHEREAS we, KELLY JAMES BRODBECK, WARREN SAUL BRESLAU AND ERICK MATTHEW DAVIDSON, all of the State of California, hereinafter referred to as ASSIGNORS have invented a new and unobvious invention entitled:

THIN FILM CAPILLARY VAPORIZATION: DEVICE AND METHODS

for which we have made an application for Letters Patent, the specification of which was previously filed on 16 January 2011, and has been assigned Application Serial No.: 13/007,641 and is identified as Docket No. 8277.05113 of the law firm The Firenza Group Ltd., Sharon R. Kantor, Attorney; and

WHEREAS, VAPORE, INC., a California corporation having a place of business at 1411 Harbor Bay Parkway, Suite 2008, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to said application and said invention, in and to any and all improvements relating to said invention, and in and to Letters Patent thereon, when granted in the United States and all foreign countries; and

WHEREAS, ASSIGNORS acknowledges that pursuant to their employment agreement, confidentiality agreement and the terms of this instrument, they are under a continuing obligation to assign all rights, title and interest in, to and under the invention which is the subject of his application for Letters Patent and any improvements thereof and all divisions, continuations and continuations-in-part thereof, to ASSIGNEE, its successors, legal representatives and assigns in accordance with this instrument;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration received by ASSIGNORS from ASSIGNEE, the receipt of which is hereby acknowledged by ASSIGNORS:

1. ASSIGNORS hereby sell, assign, transfer and convey unto ASSIGNEE the entire right, title and interest in and to said application and said invention and improvements; including all priority rights under the International Convention associated with the filing of said application, for each country of the Union; and in and to any and all Letters Patent on said invention and all improvements that may be granted by the United States or any foreign country or countries, including each and every Letters Patent granted on any application which is an improvement, division, substitution, continuation, continuation-in-part of any application relating to said invention or improvements, and in and to each and every reissue or extension of said Letters Patent.

2. ASSIGNORS hereby warrant, covenant and represent the fact to be that they have not heretofore granted any license, right or privilege in respect to the said application or said invention or improvements, or in any other way encumbered the same, and that they have the full right to convey, free of all licenses and encumbrances, the entire interest hereby assigned.

3. ASSIGNORS covenant and agree that at the request and expense of ASSIGNEE they will promptly execute all papers necessary or desirable to perfect ownership of said invention, improvements, applications or said letters patent in ASSIGNEE, and execute all oaths and other papers necessary or desirable for prosecuting said application, for use in interference proceedings involving said invention or improvements, for refiling said applications, for filing of said division, substitution, continuation or continuation-in-part applications covering said invention or improvements which are deemed necessary or desirable by ASSIGNEE, for reissuance of said Letters Patent, or for the filing of foreign countries of applications for Letters Patent conferring said invention or improvements.

ASSIGNORS further covenant and agree that at the expense and request of ASSIGNEE they will promptly assist ASSIGNEE in interference proceedings involving said invention or improvements, and in any legal proceeding or litigation involving said Letters Patent, make all rightful oaths, and will assist in the ascertainment of facts, the production of evidence relating to said invention or improvements, and do everything possible to aid ASSIGNEE, its successors and assigns to obtain and enforce protection of said Letters Patent in this or any foreign country.

4. The terms, covenants and provisions of this assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS, their heirs, legal representatives and assigns.

5. ASSIGNORS hereby authorize and request the COMMISSIONER OF PATENTS AND TRADEMARKS to issue the United States Letters Patent on his invention, when granted, unto:

VAPORE, INC.

its successors, assigns and other legal representatives in accordance with this agreement.

IN TESTIMONY WHEREOF, I, KELLY JAMES BRODBECK, HAVE EXECUTED AND DELIVERED THIS INSTRUMENT THIS 20th DAY OF JANUARY 2011.

[Handwritten Signature]
KELLY JAMES BRODBECK

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) SS

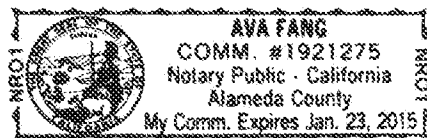
ON THIS 22nd DAY OF February JANUARY, 2011, before me, AVA FANG, Notary Public, personally appeared KELLY JAMES BRODBECK.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]
Notary Public



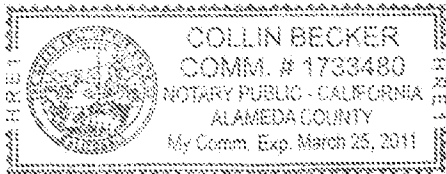
IN TESTIMONY WHEREOF, I, WARREN SAUL BRESLAU, HAVE EXECUTED AND DELIVERED THIS INSTRUMENT THIS 20 DAY OF JANUARY 2011.

Warren Saul Breslau
WARREN SAUL BRESLAU

STATE OF CALIFORNIA)
) SS
COUNTY OF Alameda)

ON THIS 20 DAY OF JANUARY, 2011, before me, Collin Becker, Notary Public, personally appeared WARREN SAUL BRESLAU.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify that under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Collin Becker
Notary Public

IN TESTIMONY WHEREOF, I, ERICK MATTHEW DAVIDSON, HAVE EXECUTED AND DELIVERED THIS INSTRUMENT THIS _____ DAY OF JANUARY 2011.

ERICK MATTHEW DAVIDSON

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

ON THIS _____ DAY OF JANUARY, 2011, before me, _____, Notary Public, personally appeared ERICK MATTHEW DAVIDSON.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

